

EXHIBIT B

DOC # 5599
AD OPTED 10/14/93
Draft 10/13/93

COOPERATION AGREEMENT FOR ENGINEERING SCIENCE CENTER NORTHEASTERN UNIVERSITY

AGREEMENT made as of the _____ day of October, 1993 by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the planning board for the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended (the "Authority") and NORTHEASTERN UNIVERSITY, a non-profit corporation created under the laws of Massachusetts, its successors and assigns ("Northeastern"); the Authority and Northeastern are sometimes collectively referred to herein as the parties.

WHEREAS, Northeastern has proposed the construction of a new Engineering Science Center at 120 Forsyth Street on its campus (herein referred to as the "Project" or the "ESC"), such new Engineering Science Center to be approximately 95,000 square feet in gross floor area and containing three and one-half levels above grade plus one-half level below grade (not including the mechanical penthouse level) and below-grade tunnel connections with other Northeastern buildings.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. By agreement, Northeastern is in the process of completing a development review with the Authority in accordance with Article 31 of the Boston Zoning Code, although Northeastern is not subject to such review under the terms of Article 31. On

May 7, 1993, Northeastern submitted to the Authority the Draft Project Impact Report ("DPIR") for the Project. The Authority issued a Preliminary Adequacy Determination on the DPIR on _____, 1993. Northeastern will be responsible for submission of the Final Project Impact Report ("FPIR") for the Project to the Authority for approval. The Authority shall issue a final Adequacy Determination on the FPIR in a timely manner in accordance with the provisions of Article 31. Northeastern shall not proceed with construction of the Project until such final Adequacy Determination is made.

2. Northeastern and the Authority hereby agree that the Authority's development review process for the Project shall include review by the Authority of the Development Concept, Schematic Design, Design Development, and Contract Documents.

3. The Authority has approved the Development Concept for the Project, as set forth in the Urban Design Section of the DPIR for the Project dated May 3, 1993, prepared by Cannon, the project architects.

4. Throughout the development review process it is Northeastern's responsibility to notify the Authority of proposed material changes to the Project visible from the exterior of the Building and to open spaces and landscaping for the Project, where the same constitute changes from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions), and to obtain approval from the Authority prior to incorporating such

changes into the final drawings and specifications. The Authority shall perform its review and approval and other functions under this paragraph and other provisions of this Agreement promptly and with all reasonable dispatch and in accordance with the provisions of this Agreement, and shall approve or disapprove any such proposed material change within ten (10) business days of its submission to the Authority. When the Authority disapproves any such material change, or any other matter, its disapproval shall include a detailed written explanation therefor. If Northeastern receives no notification from the Authority of disapproval within ten (10) business days after submission of any such proposed material change to the Authority, such change shall be deemed approved, provided however, that any transmittal of any request for approval of a change shall recite that approval by the Authority is due within 10 business days of receipt or said change shall be deemed to have been approved.

5. The Authority will informally advise Northeastern concerning, and will actively cooperate with and publicly support Northeastern's efforts to obtain from the appropriate municipal, state and federal agencies, all such permits, licenses, approvals, consents, exceptions, variances and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary or convenient in order to carry out the Project in the most expeditious and reasonable manner.

6. Northeastern anticipates commencing construction of the Project in the summer of 1994. Such commencement may be affected by delays due to permitting, financing, academic scheduling, weather and other matters.

7. Northeastern will execute and deliver to the Mayor's Office of Jobs and Community Services, no later than the date of issuance of the building permit for the ESC, a plan to be known as the "Boston Residents Construction Employment Plan", which Plan shall set forth in detail Northeastern's plan to ensure that its contractors on the Project, on a craft by craft basis, use good faith efforts to meet the following Boston Residents Construction Employment Standards:

- (i) At least fifty percent (50%) of the total employee worker hours in each trade shall be by bona fide Boston residents;
- (ii) At least twenty-five percent (25%) of the total employee worker hours in each trade shall be by minorities; and
- (iii) At least ten percent (10%) of the total employee worker hours in each trade shall be by women.

Worker hours shall include on-the-job training and apprenticeship positions. Northeastern's obligations under this paragraph shall terminate upon Northeastern's execution and delivery to the Mayor's Office of Jobs and Community Services of, and shall be superseded by, the Boston Residents Construction Employment Plan.

8. Prior to the date of issuance of the building permit for the ESC, Northeastern shall also execute a First Source Agreement with the Mayor's Office of Jobs and Community Services. The First Source Agreement shall provide for Northeastern to use good faith efforts to use the services of the Private Industry Council sponsored "Boston for Boston" placement office employment referral before embarking on a general recruitment effort to fill entry-level positions within the Project.

9. In connection with the Project, Northeastern will expand its graduate study scholarship program for City of Boston employees so as to provide, each quarter, 15 two-course scholarships available to City of Boston employees who are enrolled in any graduate program at Northeastern.

10. In connection with the Project, Northeastern will establish a Minority Engineering Graduate Studies Scholarship Program. This program will provide two-year, full-tuition graduate level scholarships for minority students pursuing advanced studies in engineering. This will be a biennial scholarship, available every two years to one male and one female graduate student.

11. In connection with the Project, Northeastern will establish a scholarship program to be named in the memory of Francis X. O'Brien, providing two full-tuition undergraduate scholarships for City of Boston residents who have demonstrated a strong commitment to public service.

12. In connection with the Project, Northeastern will establish a program providing two full-tuition undergraduate scholarships for City of Boston residents residing in assisted housing. Participation in the scholarship programs referred to in this paragraph 12 and paragraphs 9, 10 and 11 above will be subject to Northeastern's enrollment and eligibility requirements, and such scholarship programs shall be established no later than two years from the date of issuance of a building permit for the Project.

13. Northeastern agrees that, in connection with its operation of the ESC, it shall comply with all federal, state and local statutes, and any regulations promulgated thereunder, relating to the generation, processing and disposal of hazardous substances and hazardous wastes.

14. Northeastern shall, prior to obtaining a building permit for the Project, enter into a Transportation Access Plan ("TAP") Agreement, as approved by the City of Boston Transportation Department (the "BTD"). The TAP Agreement will identify traffic and parking impacts of the Project. The TAP Agreement may include such monitoring and mitigation measures as may be agreed to by the parties to address negative transportation impacts, if any, which may be created by the Project or its construction. Northeastern currently anticipates that the TAP Agreement will include, without limitation, provisions concerning traffic impacts resulting from the construction of the Project, including any temporary facilities,

and a description of parking management and demand reduction measures being undertaken by Northeastern.

15. Northeastern projects that the ESC will generate minimal demand for new permanent parking spaces, because operation of the ESC will not involve significant new hiring by the University. Additional parking spaces needed as a result of the ESC, if any, and parking for the parkers displaced by the removal of the 156-space lot currently located at the Project site, will be accommodated in Northeastern's Columbus Avenue Parking Garage and other on-campus parking facilities.

16. This Agreement shall be binding on and enforceable against the successors and assigns of the parties hereto.

17. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

19. The Authority agrees to look solely to the interest of Northeastern or its successors or assigns from time to time in the Project for any claim against Northeastern or its successors or assigns arising under this Agreement. Neither Northeastern nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of Northeastern or its

successors or assigns shall be personally or individually liable under this Agreement beyond its or their interest in the Project; nor shall it or they be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

20. Whenever the consent or approval of the Authority is required hereunder, under the development review procedures or otherwise, such consent or approval shall not be unreasonably withheld or delayed; and wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority covenants not to be unreasonable with respect thereto.

21. The Authority shall, within ten business days after written request therefor by Northeastern or any mortgagee of the Project or any portion thereof, provide a certificate in writing, as requested or applicable, that Northeastern is in compliance with this Agreement or any particular paragraph hereof specified by the requesting party, or in what respects there is non-compliance, or as to any other matter reasonably related to the Project which the requesting party may reasonably request of the Authority.

22. The Authority hereby authorizes the Director of the Authority to take any action hereunder on behalf of the Authority (including without limitation the granting of consents or

approvals and the execution and delivery of certificates), and any action so taken shall be binding upon the Authority.

Whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Northeastern, and shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

if to the Authority: Boston Redevelopment Authority
 One City Hall Square
 Boston, Massachusetts 02201
 Attention: Director

with a copy to: Boston Redevelopment Authority
 One City Hall Square
 Boston, Massachusetts 02201
 Attention: Chief General Counsel

if to Northeastern: Northeastern University
 360 Huntington Avenue
 Boston, Massachusetts 02115
 Attention: Treasurer

with a copy to: Northeastern University
 Office of Government Relations
 271 Huntington Avenue, Room 248
 Boston, Massachusetts 02115
 Attention: Director of Government
 Relations

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Any requests for approvals made to the Authority by Northeastern where such approvals shall be deemed granted after a

period of non-reply by the Authority shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

"NOTICE: THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN _____ BUSINESS DAYS SHALL RESULT IN AUTOMATIC APPROVAL."

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

Boston Redevelopment Authority

Chief General Counsel
Boston Redevelopment Authority

By: _____
Paul L. Barrett, Director

Northeastern University

By: _____



SYMPHONY UNITED NEIGHBORS

43 St. Stephen Street

Boston, Ma. 02115

September 20, 1993

Thomas J. Keady, Director
Office of Government Relations
and Community Affairs
Northeastern University
271 Huntington Avenue, Rm. 244
Boston, MA 02115

Dear Mr. Keady:

Our neighborhood organization, founded in 1983, has, for the past three years enjoyed an especially cooperative relationship with Northeastern University. Through the support and encouragement of President John Curry and your office, we have ushered in a new era of goodwill and mutual trust.

It is in that spirit of goodwill that we endorse the University's application for construction of an approximately 95,000 square foot engineering science building at 120 Forsyth Street. At a community meeting in the past few weeks, the proposed building's architect, Cannon, provided a detailed description of the project, complete with schematics and sketches.

We are certain that the addition of this building to Northeastern's campus will enhance not only the physical plant, but also the ability of the University to attract students and faculty. Although the proposed structure is not adjacent to our residential neighborhood, we feel that its construction will reflect favorably on the East Fenway community-at-large.

Sincerely,

Richard M. Galler
President

Fenway Civic Association

Post Office Box 435, Astor Station
Boston, Massachusetts 02123

October 11, 1993

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority Board
Boston City Hall
Boston, MA 02201

Dear Mr. Jones and Members of the Board:

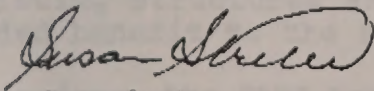
The Board of the Fenway Civic Association had the opportunity to view a presentation of Northeastern University's proposed new Science Center at a meeting which was held last week.

We wholeheartedly support this project. Not only is the building well-designed and attractive, it will also enhance an area otherwise devoid of architectural landscape. We appreciate the fact that Northeastern has been, and will continue to be, adding much needed greenspace to its campus, and are hopeful that Ruggles Station will also benefit from Northeastern's expansion into its immediate vicinity.

We feel that the University staff has spent a good deal of time and money to make a positive impact on the Fenway and surrounding neighborhoods, and there is ongoing dialogue regarding student behavioral problems between the institution and neighborhood residents.

We ask that your Board give positive consideration to this addition to Northeastern's campus.

Sincerely,



Susan Strelec
President

Working toward a safer, cleaner and more beautiful neighborhood

SARI

Symphony Area Renaissance Inc., P.O. Box 794, Astor Station, Boston, Massachusetts 02123

October 12, 1993

Mr. Thomas Keady
Director
Office of Government and Community Affairs
Northeastern University
271 Huntington Avenue
Boston, Massachusetts

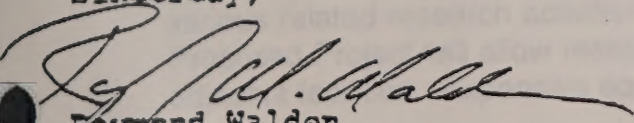
Dear Mr. Keady:

Thank you for your presentation to the SARI Board of Director regarding Northeastern's proposal to construct a new Engineering and Science Building on your campus. That presentation, along with the information you provided to the Joint Committee, helped to inform the SARI Board of Directors of any possible impact the proposal might have on the community and offered us a forum in which to voice our concerns.

We were pleased that Northeastern had considered the impact this building might have on the availability of parking in the neighborhood both during the construction period and after. We were also pleased that Northeastern will be participating in a more comprehensive traffic study for the area. The size and scale of the proposed building fits well with other existing structures and the proposed landscaping will be an added benefit to the surrounding community.

Therefore, the SARI Board of Director is happy to support this proposal. We look forward to a smooth construction phase and hope that we will be invited to tour the new facility upon its timely completion.

Sincerely,



Raymond Walden
President

MEMORANDUM

OCTOBER 14, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: BEVERLEY E. JOHNSON, ASSISTANT DIRECTOR FOR
INSTITUTIONAL PLANNING AND DEVELOPMENT
E. OWEN DONNELLY, DEPUTY DIRECTOR
LAWRENCE BROPHY, SENIOR PLANNER

SUBJECT: NORTHEASTERN UNIVERSITY ENGINEERING SCIENCE CENTER
PROJECT

SUMMARY: This memorandum requests that the Authority: (1) Authorize the Director to recommend approval, conditional upon design review, of the petition to the Board of Appeal for zoning relief in connection with Northeastern University's Engineering Science Center ("Proposed Project"); (2) Authorize the Director to enter into a Cooperation Agreement with Northeastern University; and (3) Authorize the Director to issue a Final Adequacy Determination for the Proposed Project upon completion of the Authority's Article 31 Development Review Process.

PROJECT DESCRIPTION

Northeastern University proposes to construct a new 95,000 gross square foot facility to be known as the Engineering Science Center (the "Proposed Project") on University-owned property located adjacent to the Snell Learning Resource Center on Northeastern's campus (see Exhibit A). The Engineering Science Center will have a footprint of approximately 24,000 square feet. Building height is approximately 60 feet above grade plus an additional 15 feet for a mechanical penthouse. A basement floor (partially below grade) and three floors above grade will be used for program space of approximately 59,000 net assignable square feet.

The new Engineering Science Center will primarily function as a research facility. It will provide the opportunity for consolidation and expansion of current research activities, as well as accommodating potential new research activities. Currently, various related research activities are dispersed on Northeastern's campus. The Proposed Project will allow researchers, such as material scientists, to work in adjacent facilities. Expensive equipment will be located in joint instrumentation

complexes and shared by a number of investigators. Enhanced laboratories and access to expanded facilities will strengthen Northeastern's ability to compete for research projects, encourage faculty to compete for additional projects and assist in the recruitment of new faculty. The Engineering Science Center will be used to create focal points for interdisciplinary research in selected areas of current or future importance. The benefits of collaboration resulting from bringing appropriate groups into close proximity will be a primary consideration in making space assignments. The planning concept for the Engineering Science Center is predicated on a modular system that will be capable of change with a minimum of disruption to the building's infrastructure and ongoing research. The building will also include space for group presentations and other research support space.

PROJECT REVIEW

Northeastern University has voluntarily agreed to comply with the Development Review requirements set forth in Article 31 of the Code. Accordingly, Northeastern University submitted a Project Notification Form to the BRA on April 1, 1992 and a Draft Project Impact Report (DPIR) on May 7, 1993. A Preliminary Adequacy Determination (PAD) will be issued by the BRA in the near future.

Community review of the Proposed Project has taken place within the context of the Article 31 process. At several stages of the project review, meetings were held with the Parcel 18 Task Force and a number of civic groups from the Fenway neighborhood. The Proposed Project is supported by these groups.

On April 29, 1992 the Executive Office of Environmental Affairs issued a determination that the Proposed Project did not require the preparation of an Environmental Impact Report.

URBAN DESIGN

The Engineering Science Center site is bounded by the Ruggles Street transit station on the south, Northeastern's Snell Learning Resource Center on the east, Forsyth Street on the west, and on the north by the southerly edge of a proposed landscaped mall of varying width which will separate the proposed building from the existing Snell Engineering Center and Dana Research Center to the north. The placement of the building acknowledges the public and academic edges, responds to Forsyth Street and Ruggles Street as a significant gateway into the campus, and has a building envelope that is harmonious with its context in scale, material and color. The new Engineering Science Center will be the most prominent structure visible as one enters the campus from the Ruggles Street MBTA Station. This facility will also be the first new major structure to form an edge of the proposed pedestrian mall.

BOSTON CIVIC DESIGN COMMISSION REVIEW

The Proposed Project was submitted to the Boston Civic Design Commission (BCDC) for its consideration. The BCDC determined that because the Proposed Project is less than 100,000 square feet that its review would be limited to the impact of the landscape plan of the Proposed Project on the new pedestrian mall programmed for the Northeastern University campus. When the landscaped plan for the Proposed Project is more fully developed, it will be submitted to the BCDC for review.

TRANSPORTATION ACCESS PLAN

The Proposed Project has been received by the Boston Transportation Department. A Transportation Access Plan Agreement has been prepared and includes mitigation measures and provisions for the Proposed Project. A Transportation Access Plan Agreement satisfactory to the Commissioner of BTDC will be executed prior to the issuance of a building permit for the construction of the Proposed Project.

ZONING RELIEF

The Proponent requests relief from or under several provisions of the Code. The Proposed Project will house the following uses which are listed in Article 8 of the Code as conditional uses in an H-3 District: Use Item No. 16A (University granting degrees); Use Item No. 24 (Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16A); and Use Item 79 (Accessory uses). Under Section 20-4 of the Code, the rear yard requirement is thirty (30) feet and under Section 21-1 the parapet setback requirement is sixty-three (63) feet. The Proposed Project has a rear yard of eighteen (18) feet and a parapet setback of eighteen (18) feet.

PUBLIC BENEFITS

The Proposed Project has an estimated cost of \$30 million and will generate 100 direct construction jobs. Northeastern University will participate in the Boston Residents Construction Employment Program in filling the construction jobs. Up to 150 people will work in the Proposed Project. A majority of the positions will be transferred from within the University but it is estimated that six new employees will be hired.

Northeastern University currently provides a large number of successful scholarship programs directly benefiting Boston residents. In connection with the Proposed Project the University will expand these efforts as described below.

- City of Boston Employees Graduate Scholarship Program

Northeastern sponsors a scholarship program for City of Boston employees for study at the graduate level. In connection with the Project, Northeastern will expand this program to provide each quarter, 15 two-course scholarships available to city of Boston employees who are enrolled in any graduate program at Northeastern University. The students must be accepted into the program before applying for the scholarship. The estimated cost of this program is \$102,000 per year.

- **Minority Engineering Graduate Studies Scholarship Program**

Northeastern will establish a Minority Engineering Graduate Studies Scholarship Program. This program will provide two-year, full tuition graduate level scholarships for minority students pursuing advanced studies in engineering. This will be a continuing, biennial scholarship, available every two years to one male and one female graduate student. Students eligible for the program will be nominated by the Parcel 18+ Task Force, an umbrella organization representing a number of community groups in the Roxbury/Mission Hill area, for consideration by Northeastern. Participants in the program will be required to make a two-year community service commitment following completion of their studies. The estimated cost of this program is \$66,000.

- **Francis X. O'Brien Scholarships**

Northeastern will establish the Francis X. O'Brien Scholarship Program. This program will provide two full-tuition undergraduate student scholarships named in the memory of Boston Redevelopment Authority Board member, Francis X. O'Brien. The scholarships will be available to eligible city of Boston residents who have demonstrated a strong commitment to public service. Recipients of the scholarships will be nominated by the BRA Board for consideration by Northeastern. The estimated cost of this program is \$127,000.

- **Assisted Housing Scholarship Program**

Northeastern will establish a program providing two full-tuition undergraduate scholarships for city of Boston residents residing in assisted housing. The estimated cost of this program is \$127,000.

CONCLUSION

The Proposed Project will enhance Northeastern University's ability to carry out sophisticated materials research in its College of Engineering and to contribute to the advancement of high technology industries in the city. The location of the Proposed Project responds to the City's policy which seeks to link the growth in the Longwood area to the new economy emerging in the Southwest Corridor. Further, the Proposed

Project satisfies the criteria for granting conditional uses and variances pursuant to Sections 6-3 and 7-3, respectively, of the Boston Zoning Code.

In light of the importance of the Proposed Project to Northeastern University and the public benefits which will result, BRA staff recommends that the Authority:

(1) Authorize the Director to recommend approval, conditional upon design review, of the petition to the Board of Appeal for zoning relief in connection with the Proposed Project; (2) Authorize the Director to enter into a Cooperation Agreement with Northeastern University; and (3) Authorize the Director to issue a Final Adequacy Determination for the Proposed Project upon completion of the Authority's Article 31 Development Review Process.

Appropriate votes follow:

VOTED: That the Boston Redevelopment Authority finds that the Proposed Project meets the criteria set out in Article 6, Section 3 and Article 7, Section 3 of the Boston Zoning Code and hereby authorizes the Director to recommend approval, conditional upon design review, of the petition to the Board of Appeal for zoning relief in connection with the Proposed Project; and further

VOTED: That the Boston Redevelopment Authority hereby authorizes the Director to enter into a Cooperation Agreement with Northeastern University in the form attached hereto as Exhibit B with such changes as deemed necessary and appropriate by the Director and the Chief General Counsel; and further

VOTED: That the Boston Redevelopment Authority hereby authorizes the Director to issue a Final Adequacy Determination upon completion of the Authority's Article 31 Development Review Process by Northeastern University in connection with the Proposed Project.

EXHIBIT A

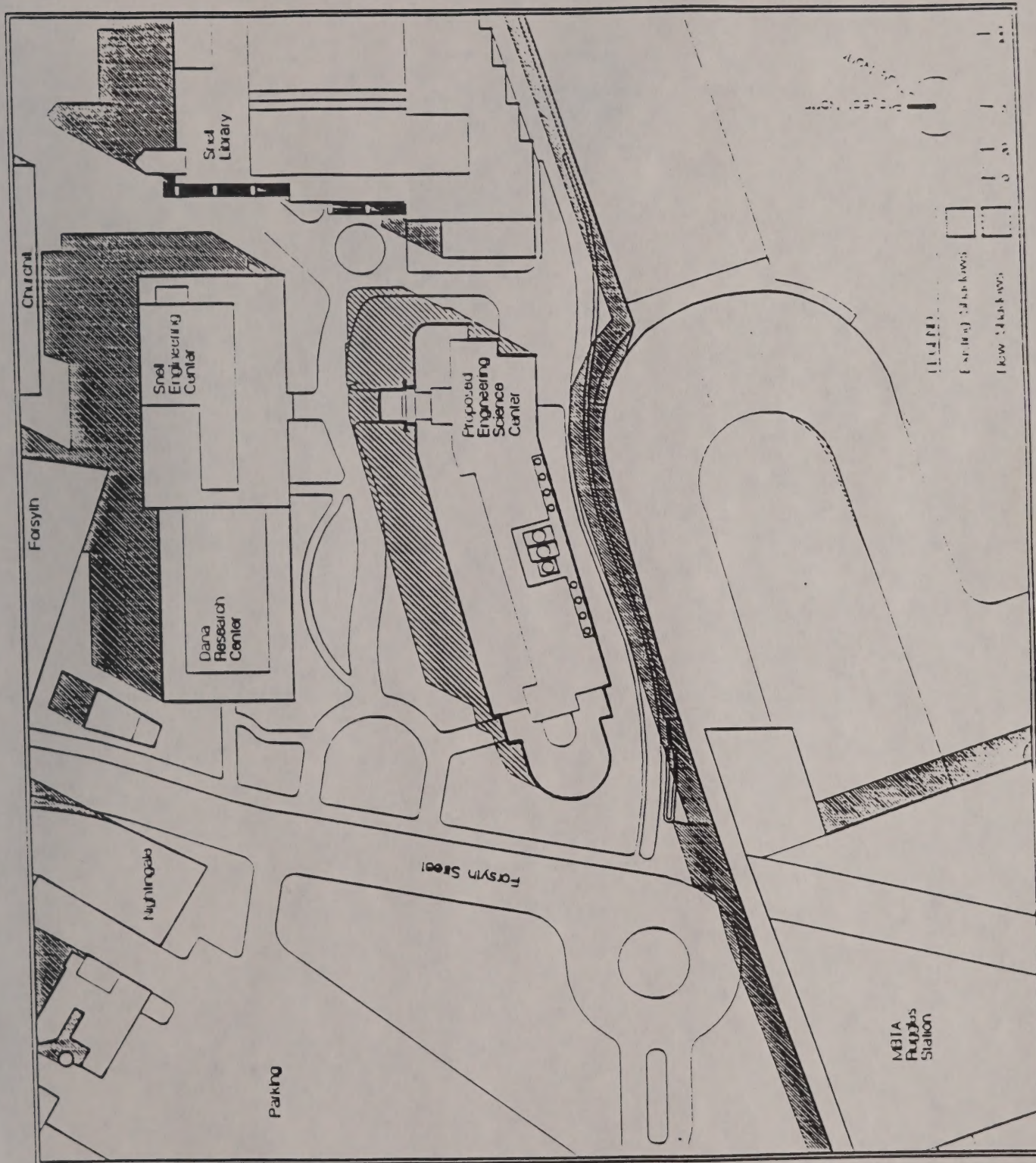


EXHIBIT A

